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gram, in answer to a telegram from him, that it has no more stock for sale, but that he can continue to sell stock in conjunction with another, who had an option on all the stock left, and divide commissions with him; and the agent does proceed to make sales, this is not a new contract, but a modification of the original agreement, and an action to recover commissions on stock sold before and after the said telegram, must be brought within the jurisdiction of the home office, and cannot be maintained in the jurisdiction where the telegram was received by such agent.

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TRUSTEES OF EMORY AND HENRY COLLEGE V. SHOEMAKER COLLEGE  
AND OTHERS.—Decided at Richmond, December 5, 1895.—*Harrison, J:*

1. WILLS—*Construction of, in case at bar.* A testator, by his will, provided a fund for the education of certain persons. In declaring his purpose as to where they shall be educated, he says: "And then only in a college to be erected on a certain lot or parcel of land dedicated by me for that purpose in the town of Estillville, Virginia; but should the college aforesaid be not erected, then I will and direct that the annually accruing profits aforesaid shall be expended in as nearly equal proportions as may be at Emory and Henry and Martha Washington Colleges, in Washington county, Virginia, for the purpose aforesaid."

The testator died without having erected a college, or dedicated a lot on which it was to be erected.

*Held:* The fund should be paid to Emory and Henry and Martha Washington Colleges in the proportions mentioned in the will.

2. WILLS—*Construction of, in case at bar.* In another clause of the will above mentioned, the testator says: "I also set apart the sum of five thousand dollars, out of the sale of my real estate, for the purpose of erecting and building a college at Estillville, Virginia, to be paid by my executors, hereinafter named, when the same shall have been collected, to some person or persons duly authorized to receive the same, provided I do not build said college during my natural life."

*Held:* Taken by itself this clause would be void for uncertainty, but considering the will as a whole this fund should likewise be paid to Emory and Henry and Martha Washington Colleges, in the proportions first above mentioned.

3. INCORPORATED COLLEGE—*Right to sue.* An incorporated college may maintain a suit in equity for the construction of a will, in which it has an interest, and to have the trust created by the will properly executed.

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THOMPKINS BY &c. v. GRIFFIN'S EXORS.—Decided at Richmond,  
December 5, 1895.—*Buchanan, J:*

1. WILLS—*Construction of, in case at bar.* A testator devised and bequeathed one-third of his entire estate, after payment of certain legacies, to a designated person. The next sentence in the same clause of the will is: "I mean by my entire estate, all of my life insurance, real estate, and personal property." The testator's life was insured in four different companies, and each of the policies was for the benefit of his wife, who had died after the policies were issued. The by-laws of three of the companies provided that, in the event of the death of the beneficiary before the assured, he might designate another beneficiary, and upon failure to do so, the proceeds should be paid to his relations in the order named in